

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2016 – 271**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING  
THE MAYOR TO EXECUTE AMENDMENT NO. 2 BETWEEN THE CITY OF  
FAIRFIELD AND CALLANDER ASSOCIATES, INC. FOR THE CORDELIA  
COMMUNITY PARK PROJECT AND UPDATING THE FISCAL YEAR 2016/2017  
BUDGET**

**WHEREAS**, on August 18, 2008, the City of Fairfield entered into an agreement for consulting services with Callander Associates Landscape Architecture, Inc. for the Cordelia Community Park Project; and

**WHEREAS**, on September 7, 2010 The City Council authorized Amendment No. 1; and

**WHEREAS**, the revised appropriation constitutes an update to the 2016/2017 Budget approved pursuant to Resolution No. 2016-171.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The Mayor is hereby authorized and directed to execute on behalf of the City of Fairfield Amendment No. 2 with Callander Associates Landscape Architecture, Inc. for the Cordelia Community Park Project.

Section 2. Amendment No. 2 will increase their fee by \$25,750 for the Cordelia Community Park Project for a total-not-to-exceed fee of \$1,268,965.

Section 3. The City Council hereby approves that appropriation of \$25,750 in unrestricted fund balance in Fund 263 AB1600 Parks transferred to Fund 251 Parks Capital Projects Division and Responsibility Code 99310 (Cordelia Community Park) to revise the Phase 3 construction documents.

	FY16-17 Adopted	FY16-17 Revised
Fund 263 AB1600 Parks Transferred to Fund 251 Parks Capital Projects Cordelia Community Park	\$0	\$25,750.00
Fund 251 99310 Parks Capital Projects Cordelia Community Park (TOTAL)	\$2,100,000	\$2,125,750

Section 4. The City Manager is hereby authorized to implement the above mentioned amendment.

**PASSED AND ADOPTED** this 6th day of December, 2016, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Bertani/Moy/Vaccaro

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

James F. Price  
MAYOR

ATTEST:

Barbara L. Rees  
CITY CLERK  
pw

AMENDMENT NO. 2 TO THE AGREEMENT WITH CALLANDER  
ASSOCIATES LANDSCAPE ARCHITECTURE, INC. FOR CONSTRUCTION  
ASSISTANCE OF CORDELIA COMMUNITY PARK

On August 19, 2008, the City of Fairfield, a municipal corporation, hereinafter referred to as "CITY" and Callander Associates Landscape Architecture, Inc., hereinafter referred to as "CONSULTANT", entered into an agreement for consulting services for the design, bid assistance and construction assistance of Cordelia Community Park, hereinafter referred to as "PROJECT".

The Consultant and City have completed construction documents for Phase 3 and the project went out to bid. Due to market changes and competition on other park projects, there were no bids for this project. After conducting follow up discussions with contractors that attended the mandatory pre-bid meeting, it was uncovered that the contractors were concerned that the budget advertised for the project was not adequate for the proposed improvements and that the timing of the bid was not favorable for competitive bids. The Consultant, City and design team came up with design solutions that will reduce the project scope and cost without greatly reducing the park amenity package. This Amendment No. 2 is for implementing the agreed upon changes and re-packaging the construction documents for re-bid. Below is a description of the amended scope of services to be performed in order for the City to re-bid Phase 3 of the project.

The parties do hereby agree to amend the agreement for consulting services as follows:

I. DUTIES OF CONSULTANT

A. Cordelia Community Park – Phase 3

From July 28th thru September 8th, we vetted out the design changes and cost implications have been completed at no cost to the client. Our responsibility for that process was about 60 hrs. Coordination and development of the re-bid package for the value engineering design of Phase 3 are listed below as proposed scope items:

1. Repackage the bid set construction documents package based on value engineering design changes including landscape, civil, electrical, structural plans and SWPPP plan as agreed upon by the client on August 24<sup>th</sup>, 2016. (See Exhibit "A" attached)
2. Coordinate with team on re-bid construction document plans.
3. Revised earthwork calculations for the revised design.
4. Addition of Structural Engineering design based on building department requirements.
5. Revised Cost Estimate based on plan revisions.

II. COMPENSATION OF CONSULTANT

The original Agreement was executed in 2008. The Consultant has requested additional compensation for the changes in scope. The following addresses those changes:



- A. Basis of Compensation. For and in consideration of the professional services to be provided by CONSULTANT hereunder, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for said services the following maximum, not to exceed, amount(s):

Complete all required tasks described in Section I per the Phase 3 Scope Revision Acknowledgement Memo dated November 19<sup>th</sup>, 2015 (see Exhibit "B"). Compensation shall be as shown in Exhibit "C", with additional compensation for this Amendment as follows:

<u>Exhibit "C" Description</u>	<u>Additional Compensation</u>
Phase B-2: Construction Documents Re-Bid	
1. Callander Associates .....	\$ 8,500
2. Warran Consulting Engineers .....	\$ 11,250
3. Zeiger Engineers .....	\$5,000
4. Barrish Pelham .....	\$1,000

**Additional Compensation Total .....\$25,750**

Additional compensation for this Amendment shall be Twenty-Five Thousand, Seven Hundred Fifty Dollars (\$25,750) for a total maximum fee not-to-exceed One Million, Two Hundred Sixty-Eight thousand, Nine Hundred Sixty-Five Dollars (\$1,268,965).

III. TIME OF COMPLETION

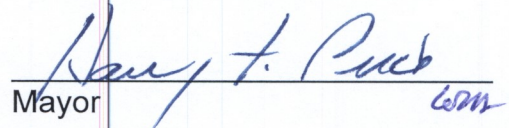
Work described in Section I shall be completed as shown on the October 10<sup>th</sup>, 2016 Revised Exhibit "D" Project Schedule.

Except as modified by the above amendment, the provisions of the Consulting Services Agreement dated August 19, 2008, Amendment #1 dated September 7<sup>th</sup>, 2010, and Phase 3 Scope Revision Acknowledgement memo dated November 19<sup>th</sup>, 2015, shall remain in full force and effect.

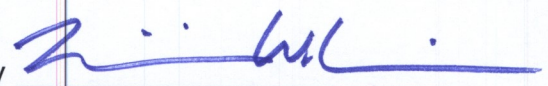
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of November 2016.

CITY OF FAIRFIELD  
a municipal corporation (CITY)

Mayor

 *com*

By

  
Callander Associates



# EXHIBIT "A"

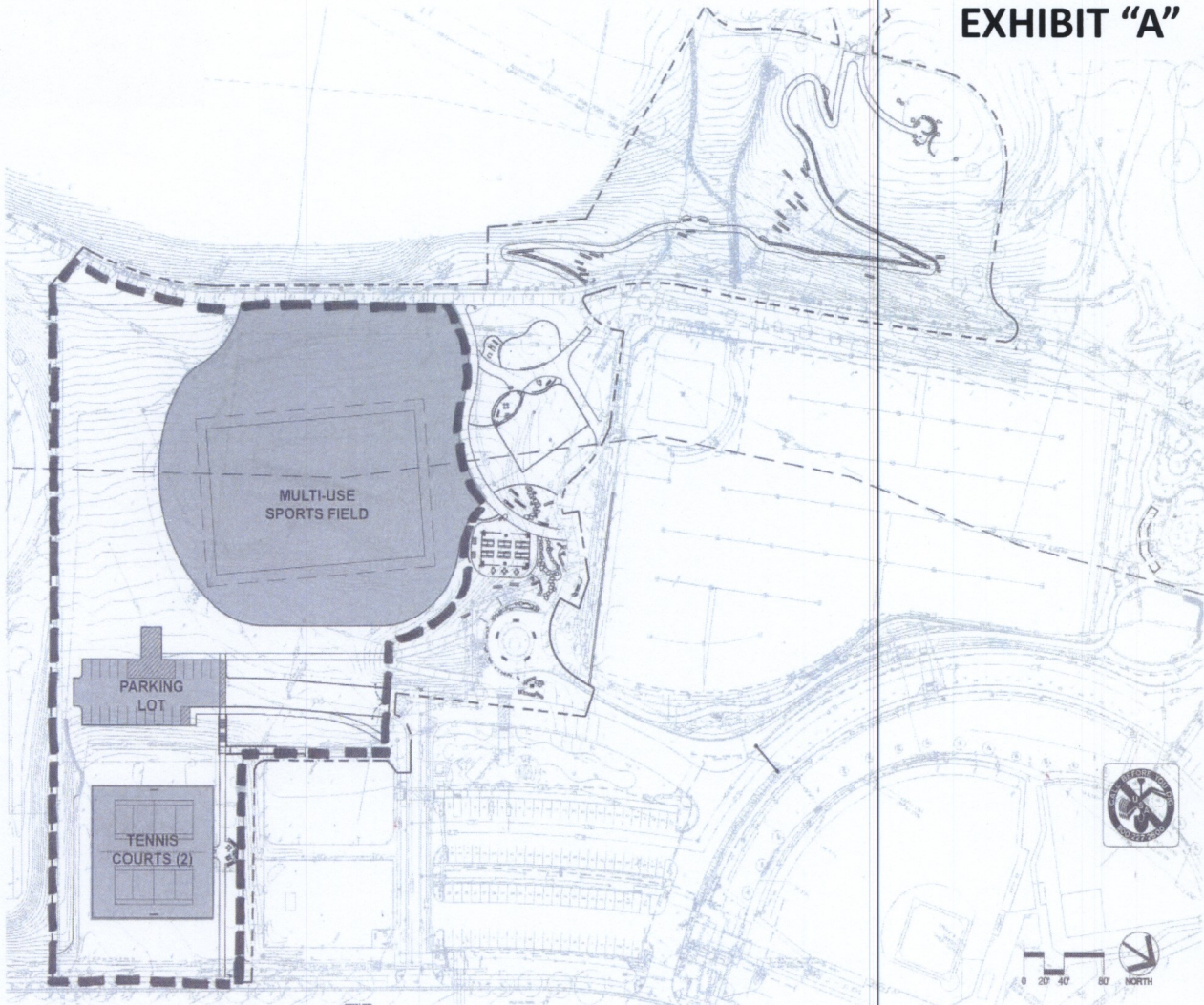


Revisions



**BASE PLAN**  
CORDELIA COMMUNITY PARK PROJECT - PHASE 3  
CITY OF FAIRFIELD

Date	10/17/2008
Scale	AS SHOWN
Drawn By	ALM/10/08
Checked	AK
Project No.	10-000
Cost File	
Sheet No.	
of	02







**Via Email**

November 19, 2015

**MEMO TO:** Fred Beiner, Manager of Park Planning  
City of Fairfield

**FROM:** Melissa Ruth, Project Manager  
Callander Associates

**RE: CORDELIA COMMUNITY PARK /Phase 3 Scope Revision Acknowledgement**

Dear Fred,

We are excited to be moving forward on the design of the third phase of the Cordelia Community Park Project. Since the project has been on hold for a few years and our original contract began in 2008, this memo will clarify where we currently stand in the remaining contract allowance. This memo will also reallocate fees now that the Phase 3 improvements have changed from the original contract. This will also allow for the increase of billing rates from 2008 to 2015 rates. We appreciate the opportunity and look forward to the success of Phase 3.

**Scope of work:**

Include all items listed in the original contract (dated August 19<sup>th</sup>, 2008) under Phase B- Design and as shown on the Phase 3 Alternative Master Plan (dated November 2<sup>nd</sup>, 2015) with the following revisions:

1. Provide Preliminary Design for site grading and incorporation of the new survey into the base.
2. Preparation for and attendance of one (1) Community Meeting to review the Phase 3 Alternative Master Plan.
3. Remove requirement of 35% Construction Documents Submittal.
4. Additional Geotechnical Engineering report to include updated, recommendations based on CBC and UBC standards as well as updated recommendations on basic retaining wall structures.
5. Addition of Structural Engineering design for proposed improvements.

As of March 16<sup>th</sup>, 2015 the remaining contract amount was \$295,714.08, per City's accounting records. The last invoice issued to the City and paid was from October 7<sup>th</sup>, 2015 for \$3,932.45 (Invoice No. 08061072). September 28<sup>th</sup>, 2015 will commence the beginning of Phase 3. The contract amount remaining for Phase 3 is \$291,781.63.

**SAN MATEO**  
311 Seventh Avenue  
San Mateo, CA 94401  
T 650.375.1313  
F 650.344.3290

**SAN JOSE**  
300 South First Street, Suite 232  
San Jose, CA 95113  
T 408.275.0565  
F 408.275.8047

**RANCHO CORDOVA**  
12150 Tributary Point Dr, Suite 140  
Gold River, CA 95670  
T 916.985.4366  
F 916.985.4391

Recreate  
Educate  
Live+ Work  
Connect  
Sustain  
[www.callanderassociates.com](http://www.callanderassociates.com)



**Memo****RE: CORDELIA COMMUNITY PARK/Phase 3 Scope Revision Acknowledgement**

November 13, 2015

Page 2 of 3

To simplify accounting from this point on, invoices will reflect the \$291,781.63 as the approved contract amount and will not make reference to the previously invoiced amounts.

Tasks not included in the scope of work are as follows:

1. Additional survey work for the Phase 3 area (to be performed under separate contract by City).
2. Wallace Kuhl Geotechnical Engineers Construction Observations and Inspections (to be performed under separate contract by City)

**COMPENSATION SUMMARY****Phase A: Preliminary Design**

1. Callander Associates (lump sum) .....	\$5,000
2. Warren Consulting Engineering (lump sum) .....	\$10,000
3. Wallace Kuhl [Geotechnical Studies] (lump sum) .....	\$1,000

**Subtotal Phase A .....** \$16,000**Phase B: Construction Documents**

1. Callander Associates (lump sum) .....	\$139,361.63
2. Warren Consulting Engineering (lump sum) .....	\$43,500
3. Zeiger Engineers (lump sum) .....	\$17,920
3. Barrish Pelham (lump sum) .....	\$3,500

**Subtotal Phase B .....** \$204,281.63**Phase C: Bidding and Construction**

1. Callander Associates (hourly, not to exceed) .....	\$30,000
2. Warren Consulting Engineering (hourly, not to exceed) .....	\$6,000
3. Zeiger Engineers (hourly, not to exceed) .....	\$5,000
3. Barrish Pelham (hourly, not to exceed) .....	\$2,500

**Subtotal Phase C .....** \$43,500**Phase E: Reimbursable Expenses (allowance) .....** \$13,000**Phase F: Extra Work and Change Order Fee\*\* (allowance) .....** \$15,000**TOTAL ESTIMATED COMPENSATION .....** \$291,781.63

\*\* No extra work will be completed or compensated for unless authorized by the City in writing.



**Memo**

**RE: CORDELIA COMMUNITY PARK/Phase 3 Scope Revision Acknowledgement**

November 13, 2015

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Thank you.

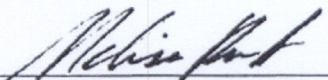
**Schedule**

Callander Associates will proceed to commence the above services upon receipt of a signed copy of this authorization.

**Signatures**

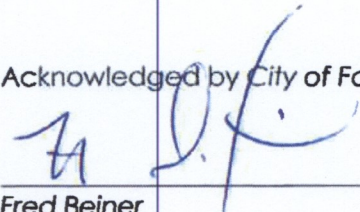
Landscape Architect

Acknowledged by City of Fairfield

  
Melissa Ruth, Project Manager  
Callander Associates Landscape Architecture, Inc.

11/5/15

date

  
Fred Beiner

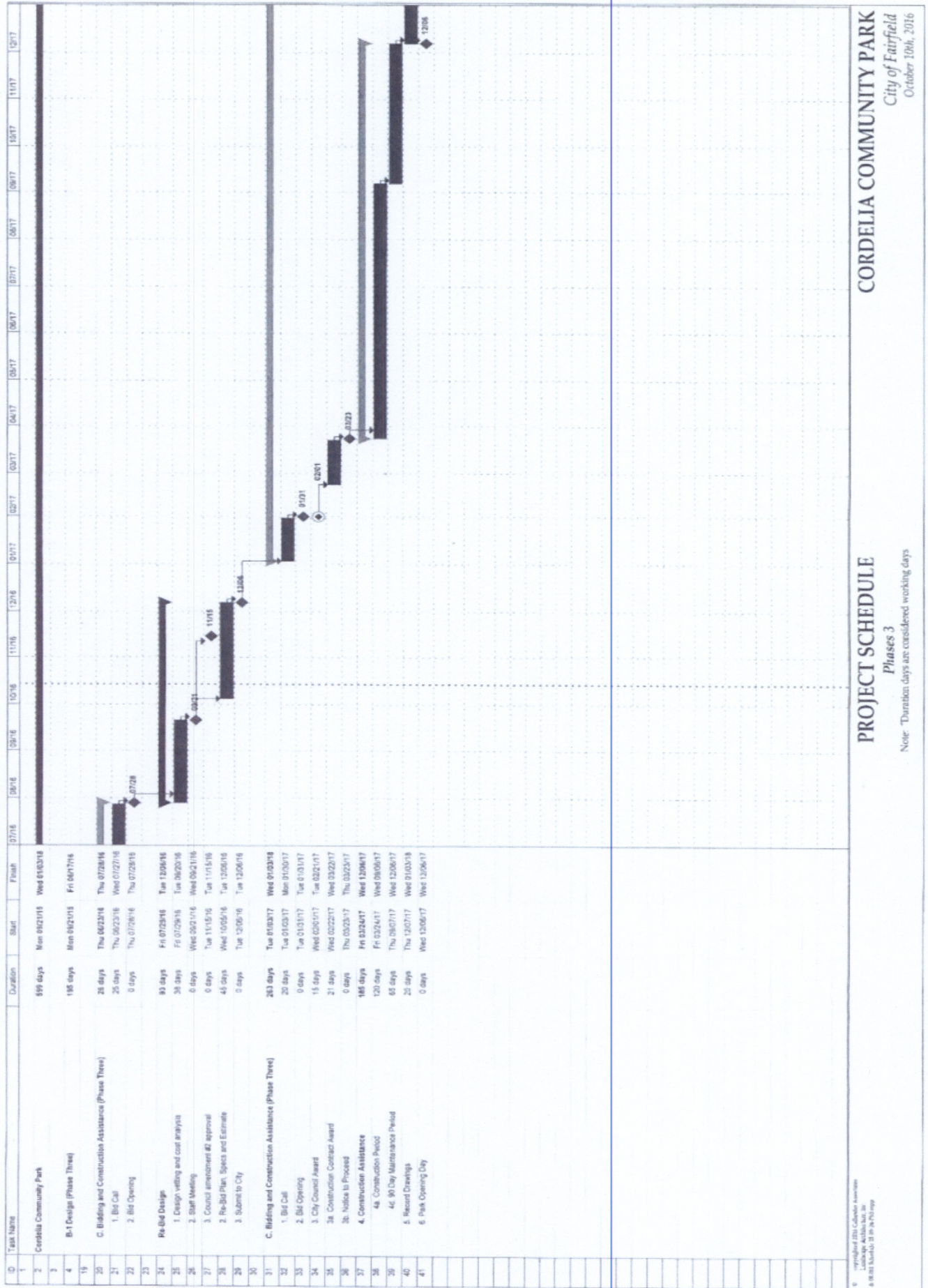
12-2-15

date

Attachment: Callander Associates Standard Schedule of Compensation 2015  
Zeiger Engineers Billing Rate Schedule 2015  
Barrish Pelham Billing Rate Schedule 2015  
Wallace Kuhl Schedule of Fees 2015P  
Project Schedule, dated 11/2/15  
Phase 3 Alternative Master Plan, dated 11/2/15

- END -







Order/Escrow #

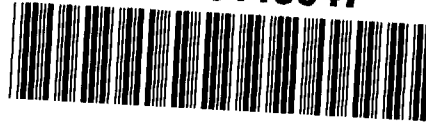
AND WHEN RECORDED, MAIL TO:  
City of Fairfield  
Public Works Department  
1000 Webster Street  
Fairfield, California 94533

Recorded in Official Records of Solano County

**Marc C. Tonnesen**  
Assessor/Recorder

CITY OF FAIRFIELD

Doc # **201600113947**



12/15/2016  
10:31:43 AM  
AR51  
GC

Titles: 1	Pages: 1
Fees	\$0.00
Taxes	\$0.00
Other	
Paid	\$0.00

### NOTICE OF COMPLETION

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Fairfield, a municipal corporation
3. The full address of the undersigned is 1000 Webster Street, Fairfield, CA 94533
4. The nature of the title of the undersigned is: In fee. N/A
5. The full names and full addresses of all persons, if any, who hold title with the undersigned are:  
Names None Addresses None
6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of the improvement herein referred to:  
Names None Addresses None
7. A work of improvement on the property hereinafter described was completed on December 6, 2016
8. The name of the contractor, if any, for such work of improvements was VSS International, Inc.
9. The property of which said work of improvement was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: 2016 Seal Coat Project
10. The street address of said property is: N/A

Date: December 7, 2016

Signature of owner named  
in paragraph 2 Julie B. Lucido  
Julie B. Lucido, P.E., City Engineer

STATE OF CALIFORNIA,}  
COUNTY OF SOLANO}

Julie B. Lucido, P.E., being duly sworn, says: that she is the City Engineer, P.E. of City of Fairfield, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that she makes this verification on behalf of said corporation; that she has read said notice and knows the contents thereof, and that the facts therein stated are true.

Signature of corporate officer above named X Julie B. Lucido

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

State of California}  
County of Solano}

Julie B. Lucido  
(Signature of affiant)

Subscribed and sworn to (or affirmed) before me on this 7<sup>th</sup> day of December, 2016, by Julie B. Lucido, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

December 7, 2016

Anita J. Horwath Notary Signature

